

**Collective Bargaining Agreement**

**Between**

**Borough of Carteret**

**And**

**Carteret Policemen's Benevolent Association,  
Local No. 47**

**January 1, 2003 through December 31, 2006**

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## **PURPOSE**

It is the purpose of this Agreement to promote and insure harmonious relationships, cooperation , and understanding between the Borough of Carteret (Borough or Employer) and the Carteret Policemen's Benevolent Association, Local No. 47 (PBA or Association) and to insure sincere bargaining, establish proper standards of salaries, working conditions and hours, and other conditions of employment. The continued efficiency and excellence of the Borough of Carteret Police Department shall be considered foremost and at all times by both parties to this Agreement.

**ARTICLE I**  
**POLICEMEN'S RIGHTS**

**Section A**

The Employer hereby recognizes the Association (PBA) as the sole and exclusive representative for collective negotiations with respect to rates of pay, wages, hours of work , working conditions and other terms and conditions of employment for an appropriate negotiation unit established in accordance with N. J. S. A. 34A: 5.3, et seq. As supplemented and amended.

**Section B**

Included in the negotiating unit shall be those employees of the Borough of Carteret within the Police Department whose job title is Police Officer.

**Section C**

Pursuant to Chapter 303, Public Laws 1968, as amended and supplemented, the Borough hereby agrees that every policeman shall have the right to freely organize, join, support the PBA and its affiliates for mutual aid and protection. As a body exercising governmental power under the Laws of the State of New Jersey, the Borough undertakes and agrees that it shall not directly or indirectly discourage or deprive or coerce a policeman in the enjoyments of any rights conferred by Chapter 303, Public Laws 1968, as amended and supplemented, or other laws of New Jersey and the United States; that it shall not discriminate against any police officer with respect to hours, wages, or any other terms and

conditions of employment by reason of his membership in the PBA and its collective negotiations with the Borough, or his institution of any grievance complaint, or proceeding under this Agreement of otherwise with respect to any terms and conditions of employment.

#### **Section D**

Representatives of the PBA shall be permitted time off to attend negotiating sessions, grievance sessions, and meetings of the joint PBA Management Committee provided that the efficiency of the department is not affected thereby.

#### **Section E**

A police officer shall have the right to inspect his personnel file on reasonable notice and at reasonable times provided a designated superior officer is present at the time of inspection.

The Borough agrees to notify the individual police officer if any material derogatory to the police officer is placed in his or her personnel jacket.

#### **Section F**

Duties given to the Department and its members involve them in all manners of contacts and relationships with the public. Out of these contacts may come questions concerning the actions of the members of the force. These questions may require investigations by superior officers. In an effort to insure that these investigations are conducted in a manner, which is conducive to good order and discipline, the following rules are hereby adopted:

(1) The interrogation of an employee shall be at a reasonable hour, preferably when the employee is on duty.

(2) The employee shall be informed of the nature of the investigation before any interrogation commences. Sufficient information to reasonably apprise the employee of the allegation(s) should be provided. If it is known that the employee is being interrogated as a witness only, he should be so informed at the initial contact.

(3) The questioning shall be reasonable in length. Reasonable respites shall be allowed. Time shall also be provided for personal necessities, meals, telephone calls, and rest periods as are reasonably necessary.

(4) If any verbatim record is made of the interrogation, the employee or his representative shall be afforded a copy of said record at the employee's expense. All questions shall remain "ON THE RECORD."

(5) The employee shall not be subjected to any offensive language, nor shall he be threatened with transfer, dismissal, or other disciplinary reprisals. No promise of reward shall be made as an inducement of answering questions.

(6) In those cases, and in every stage of the proceedings where disciplinary action may be taken against the employee as a result of an investigation, the Borough shall afford an opportunity for the employee, if he so requests, to consult with counsel and/or his PBA representative(s) before being questioned.

## **Section G**

No employee shall be discharged, disciplined, reprimanded, reduced in rank or compensation, given an adverse evaluation, or deprived of any other employee advantage without just cause.

## **ARTICLE II**

### **HOURS OF WORK AND OVERTIME**

#### **Section A – Work Day**

(1) **PATROL DIVISION** – The workday shall consist of not more than ten (10) consecutive hours in a twenty-four (24) hour period.

(2) **ALL OTHER EMPLOYEES** --The work day shall consist of not more than nine (9) consecutive hours in a twenty-four (24) hour period.

#### **Section B – Work Week**

(1) **PATROL DIVISION** --The work week shall consist of four (4) consecutive, ten (10) hour work days on, followed by four (4) consecutive days off.

(2) **ALL OTHER EMPLOYEES** – The work week shall consist of four (4) consecutive, nine (9) hour work days on, followed by three (3) consecutive days off.

#### **Section C – Overtime**

(1) **PATROL DIVISION** -- Overtime shall be defined as any work in excess of ten (10) consecutive hours per day, or in excess of four (4) ten (10) hour work days, or in excess of forty (40) hours per week. The officer shall be compensated at one and one-half (1-1/2) times his/her regular rate of pay.

(2) **ALL OTHER EMPLOYEES** – Overtime shall be defined as any work in excess of nine (9) consecutive hours per day, or in excess of four (4), nine (9) hour work days out of every seven, or in excess of thirty-six (36) hours per week and shall be compensated at one and one-half (1-1/2) times the officer's regular rate of pay.

#### **Section D – Call-in Time**

In the event that an officer is called in for duty during his time off, the officer shall receive one and one-half (1-1/2) times his regular rate of pay for four (4) hours or for all time worked, whichever is greater.

#### **Section E – Court Time**

All off-duty court appearances or any appearance in court-related procedures, including but not limited to preparation of testimony, conferences with lawyers, depositions and the like, shall be compensated at one and one-half (1-1/2) times the officer's regular rate of pay for two (2) hours or for all time so worked, whichever is greater.

#### **Section F – Holiday Premium Pay**

Any employee called into work or working on a holiday as defined in Article V, Section A, herein after, shall receive, in addition to their regular holiday compensation, the following:

- (1) Due to the nature and type of work and scheduling required, certain employees must work on holidays as part of their schedule. As example, anyone regularly scheduled to work New Year's Day, a holiday listed in Article V, would be paid regular day's wages. If any employee was called into work on that day, he would then be paid the overtime rate described in paragraphs (2) or (3) below.
- (2) Time and one-half (1-1/2) his regular rate of pay for all hours worked, plus an additional day to be taken off at a later date. Said day off shall be designated as a holiday and shall be administered like a vacation day.



(3) Double time and one-half (2-1/2) his regular rate of pay for all hours worked, without an additional day off later.

(4) Any employee who is assigned to a division that is determined by the Police Director to be off-duty during holidays shall not have the options listed above, but must take the holiday as it occurs.

(5) Any employee working beyond ten (10) hours on a holiday shall be compensated at the rate of two and one-half times (2 ½) his or her regular rate of pay for all time worked beyond ten (10) hours.

#### **Section G – Shift Bid and Assignment**

(1) On or about October 15<sup>th</sup>, shift assignments shall be made pursuant to a seniority based bid system. Standard slips shall be developed and distributed to all affected personnel on or before October 1<sup>st</sup>. The employee shall list his/her shift choices, giving 1<sup>st</sup>, 2<sup>nd</sup> and 3<sup>rd</sup> preference. Assignments shall then be made based upon seniority. These assignments shall then take effect on or about January 1<sup>st</sup>, following the submission date and shall remain in effect until the procedure is repeated the following year.

(2) This shall not be interpreted to mean that duty assignments, such as detective bureau, traffic, etc are to be bid. Those assignments remain the prerogative of the Police Director, which shall be in accordance with controlling statutes. Further, in order to meet the needs of training and/or specialized abilities, shift assignments, may need to be altered in order to meet the bona fide safety needs of the citizens of the Borough. In these cases the changes shall be made with timely notice and explanation and shall last until such time as the

specific needs have been met, at which time the affected employee shall be returned to his bid shift.

(3) This Section shall not preclude employees from voluntarily switching or swapping shifts with one another prior to the re-bid date. However, as is the current practice, such switches shall occur with the approval of the Police Director or his designee. Such approval shall not be arbitrarily or capriciously denied.

#### **Section H – In-Service Training**

(1) Any employee who undergoes in-service training run by the Department at any time other than his regular tour of duty shall be compensated in accordance with the overtime provisions of this Article.

(2) Other forms of training and schooling offered by organizations or agencies outside of the Department shall be compensated in accordance with current practices.

#### **Section I – Overtime Distribution**

Where all measurable qualifications are equal and except in a bona fide police emergency, overtime shall be distributed equally among equal rank and assignments by seniority. A seniority list shall be maintained for each rank and within each respective assignment. The names on said list shall rotate to provide equalized overtime opportunity. Said list shall be in order of seniority. Once assigned overtime, the officer's name shall go to the bottom of the list and rotate through once again. Overtime refusal shall count as time worked and the officer's name shall go to the bottom of the list. This same procedure shall be utilized for all off duty work, except that officers shall notify the department as to their

desire to work or not work certain types of jobs. This section shall not preclude management from utilizing officers with specialized certifications or demonstrable skills in appropriate situations.

#### **Section J – Range Days**

Each employee will be required to attend the range for firearms qualification twice annually, for which a one percent (1%) wage adjustment has been calculated and is included as of January 1, 2000.

### ARTICLE III

#### SALARY AND LONGEVITY

##### Section A – Salary

(1) All employees shall receive a four (4.0%) percent increase effective January 1, 2003; a four (4.0%) percent increase effective January 1, 2004; a four and one-half (4.50%) percent increase effective January 1, 2005; and a four and one-half (4.50%) percent increase effective January 1, 2006.

##### (2) Salary Guide

STEP	1/1/03	1/1/04	1/1/05	1/1/06
5 <sup>TH</sup> YEAR	\$67,304	\$69,996	\$73,146	\$76,437
4 <sup>TH</sup> YEAR	\$59,459	\$61,837	\$64,620	\$67,528
3 <sup>RD</sup> YEAR	\$51,614	\$53,679	\$56,094	\$58,619
2 <sup>ND</sup> YEAR	\$43,769	\$45,520	\$47,569	\$49,709
2 <sup>ND</sup> 6 MOS	\$35,925	\$37,362	\$39,043	\$40,800
1 <sup>ST</sup> 6 MOS	\$28,080	\$29,203	\$30,517	\$31,891

##### Section B – Longevity

In addition to the above salaries, a longevity payment shall be paid as is hereafter fixed and determined, with such longevity pay to be deemed as additional compensation and paid as part of the employee's regular salary as follows:

<u>Years of Service</u>	<u>Percentage of Base</u>
5 to 9 years	2%
10 to 14 years	4%
15 to 19 years	6%
20 to 24 years	10%
25 to 28 years	12%
29 years and thereafter <sup>1</sup>	15%

### **Section C – Working in Higher Rank**

Any employee assigned by the Police Administration to a higher temporary rank, pending Department of Personnel Testing, Certification, and/or Mayor and/or Council approval shall be compensated at the higher rate of pay for all time served in that higher rank, retroactive to the initial day of assignment, upon either:

- 1) Being made permanent in said higher rank:
- 2) Being denied said higher rank permanently and being returned to the rank previously held.

### **Section D – Automobile Reimbursement**

Whenever an employee is required by the Police Director or his designee to utilize his/her personal vehicle for departmental business, the employee shall be reimbursed for all tolls and parking upon presentation of receipts as well as a mileage rate of \$.031 per mile, portal to portal, to and from the destination.

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<sup>1</sup> Effective 12/31/2002, this longevity entitlement shall be deleted for all employees except those who have qualified for said entitlement as of that date. For those employees, the benefit shall continue until severance from employment.

**ARTICLE IV**  
**UNIFORM ALLOWANCE**

Effective in 1997 and thereafter, the One Thousand Dollar (\$1000.00) uniform and maintenance allowance has been included in the base salary in lieu of the separate payment.

## **ARTICLE V**

### **HOLIDAYS, PERSONAL DAYS, AND VACATIONS**

#### **Section A – Holidays**

All members of the Police Department shall receive the following holidays annually, for which days off shall be allowed:

New Year's Day	Thanksgiving Day
President's Birthday	Day After Thanksgiving
Good Friday	Veteran's Day
Employee's birthday	Columbus Day
Memorial Day	Christmas Eve
Independence Day	Christmas Day
Labor Day	Martin Luther King's Birthday
General Election Day	+ One Floating Holiday

#### **Section B – Personal Days**

All members of the Police Department shall be entitled to leave with pay for personal, business, or other reasons for two (2) days annually, subject to the following conditions:

(1) There must be seventy-two (72) hours notice before consideration for a personal day.

The Employer shall provide forms for such notice.

(2) It must be approved by (a) Officer in Charge; (b) Captain; (c) Director.

(3) No more than one (1) man per shift is to receive a personal day.

(Martin Luther King's Birthday has been granted as an additional personal day above.)

### **Section C – Vacations**

All members of the Police Department shall receive vacation, which shall coincide (begin and end) with his/her regularly scheduled tour of duty, as follows:

1 <sup>st</sup> year to end of the 4 <sup>th</sup> year	2 weeks
5 <sup>th</sup> year to end of 9 <sup>th</sup> year	3 weeks
10 <sup>th</sup> year to end of the 14 <sup>th</sup> year	4 weeks
15 <sup>th</sup> year to end of 19 <sup>th</sup> year	5 weeks
20 <sup>th</sup> year and thereafter	6 weeks

### **Section D**

(1) For Patrol Division only, a holiday and a personal day shall be the equivalent to ten (10) hour days. Regarding vacation, a week shall be the equivalent to forty (40) hours.

(2) For all other employees, a holiday and a personal day shall be equivalent to nine (9) hour days. Regarding vacation, a week shall be equivalent to thirty-six (36) hours.

### **Section E**

In the event that a holiday is declared by the President of the United States, the Governor of New Jersey or the Mayor of Carteret during the year, the members of the bargaining unit shall be entitled to said holiday with pay.



## ARTICLE VI

### DETECTIVE AND SPECIAL ALLOWANCES

#### Section A – Detectives

(1) All employees, who may be assigned as Detectives, shall receive, in addition to their rank pay, the sum of Eight Hundred (\$800.00) Dollars annually, as salary paid added to their rank pay.

(2) Additionally, Shift Compensation, in the amount specified herein, shall be paid annually to each Detective as part of their base salary. However, should the Detective division shift change to the 4 – 4 schedule, as in the Patrol Division in hours worked, it is agreed that the Differential portion below will be discontinued.

GRADE W/RANKS	YEARS IN GRADE	DIFFERENTIAL	TOTAL
3	Start of 1 <sup>st</sup> year	None	\$ 800.00
2	Start of 2 <sup>nd</sup> year	\$250.00	\$1,050.00
1	Start of 3 <sup>rd</sup> year	\$500.00	\$1,300.00

#### Section B – Other Assignment Officers

In addition to their regular rank pay, the following officers shall receive annually as salary pay added to their regular rank pay, the following amounts:

ASSIGNMENT	AMOUNT
Firearms Custodian	\$250.00
Radar Officer(s)	\$250.00
Police Photographer/Identification Officer	\$300.00

### Section C

The Borough agrees to hire an off-duty Carteret Police Officer to act as Court Attendant during Court sessions of the local Municipal Court. This officer shall be paid Twenty-five (\$25.00) dollars per hour.

### Section D

Shift Compensation in the amount specified herein shall be paid annually to each Records and Traffic Officer as part of their base salary. Should the Records and Traffic Division change to the 4- 4 shift as in the Patrol Division in hours worked, it is agreed that the Differential portion below will be discontinued.

DIFFERENTIAL = \$500.00

## **ARTICLE VII**

### **HEALTH AND WELFARE**

#### **Section A – Medical Insurance**

The employer agrees to assume the full cost of family coverage of Blue Cross coverage, Rider J. coverage, and Major Medical coverage that was in full force and effect during the calendar years of 1978 & 1979, up to August 1, 1979. In the alternative, the employer has the right to undertake a self-insurance program provided that the coverage offered the employees is similar to the coverage provided under the New Jersey Hospital Plan provided during the calendar years of 1978 & 1979, up to August 1, 1979. However, the following modifications shall be implemented as indicated:

For 1986 and thereafter, the Medical Emergency coverage levels shall be increased. The X-ray and laboratory coverage of the Blue Shield portion of the policy shall be increased to Four Hundred (\$400.00) Dollars per occurrence. The Major Medical Lifetime limit shall be UNLIMITED.

The Borough, at its expense, shall provide prescription drug coverage for employees and their dependents.

#### **Section B – Life Insurance**

All members of the Police Department shall have Ten Thousand (\$10,000) Dollars of life insurance coverage, including "Death Benefit" immediately upon being sworn in and assuming the duties of a police officer.

### **Section C – Life Insurance Upon Retirement or Disability**

Beginning upon retirement or disability, a member of the Police Department shall have a paid up life insurance coverage of Five Thousand (\$5,000.00) Dollars.

### **Section D – Medical Insurance Upon Retirement or Disability**

(1) The employer shall maintain family hospitalization coverage for all members of the Carteret Police Department who have retired or who have left the force on disability without regard to any income earned by these persons at another occupation. However, should the employee receive comparable hospitalization coverage from a subsequent employer, then the Borough's obligation to continue said insurance shall cease.

(2) The Borough shall pay eighty-five (85%) percent of the premiums for the dental program. Said plan shall be the choice of the PBA. The Borough shall also deduct the employee's contribution toward the plan and shall forward payment to the carrier as billed. Such coverage shall cease at retirement.

## **ARTICLE VIII**

### **SEVERANCE PAY**

#### **Section A**

All members of the Police Department who are to retire during the year should serve notice of their retirement to the Borough by February 15<sup>th</sup> of the same year.

#### **Section B**

All members of the Police Department who are eligible for retirement or disability retirement shall receive the following severance pay:

##### **Section B-1**

All employees hired before January 1, 2000 shall receive severance pay calculated as follows:

- (1) Those members having accumulated sick time up to and including one hundred (100) days shall be entitled to ninety (90) days pay based upon their rank at the time of retirement.
- (2) Those members having accumulated sick time from one hundred and one (101) days to one hundred and fifty (150) days shall be entitled to one hundred and ten (110) days pay based upon their rank at the time of retirement.
- (3) Those members having accumulated sick time from one hundred and fifty-one (151) days to two hundred (200) days shall be entitled to one hundred and thirty (130) days pay based upon the time of their retirement.

(4) Those members having accumulated sick time from two hundred and one (201) days to two hundred and seventy-five (275) days shall be entitled to one hundred and fifty (150) days pay based upon their rank at the time of retirement.

#### **Section B-2**

All employees hired on or after January 1, 2000 shall receive severance pay calculated as follows:

(1) One day's pay for every two (2) sick days in the employee's accumulated sick day bank.

(2) Said payment shall not exceed Twenty Thousand Dollars (\$20,000.00).

#### **Section C**

It shall be the option of the retiring employee to accept his/her severance pay in one lump sum or to receive the same in bi-monthly payments until the same has been exhausted.

#### **Section D**

The Borough of Carteret shall compute and pay time owed to the estate of any member who dies while on active service with the Police Department in accordance with the formula contained within this Article.

#### **Section E**

"Sick Days," as stated herein, shall be defined as one and one-quarter (1-1/4) days per month and shall be allowed to accumulate.

#### **Section F**

(1) For Patrol Division only, sick days shall mean ten (10) hour day.

(2) For all other employees, sick day value shall mean a nine (9) hour day.

## **ARTICLE IX**

### **LEGAL AID**

#### **Section A**

The Employer shall, at its expense and with prior approval of the Mayor and Council, at the written request of PBA, Local #47, with fee approval of the Borough Attorney, provide counsel or representative designated by PBA, Local #47 for any member of the Carteret Police Department charged with any dereliction of police duty while in the performance of his duty, or arising out of same, or charged with any criminal or quasi-criminal or alleged offense in or during the performance of said duties in accordance with *N.J.S.A.* 40A:14-155.

#### **Section B**

The Employer shall reimburse any employee for any counsel or representative fees incurred in the successful defense of a disciplinary hearing.



## **ARTICLE X**

### **PBA RIGHTS**

#### **Section A – Dues Deduction**

PBA, Local #47's dues shall be withheld monthly from the salary check payments of each member by the Borough and turned over monthly as check-off dues remittance to the PBA, Local #47 by the Borough Clerk.

#### **Section B – Representation Fee**

- (1) The Borough will implement a fair share representation fee equal to eighty-five (85%) percent of PBA'S dues, initiation fees, and assessments, which shall be withheld in accordance with the law.
- (2) The PBA shall indemnify the Borough from all liability resulting from and/or caused by dues deduction or fair share representation fees deduction.
- (3) Newly employed individuals shall have thirty (30) days within which to apply for membership in the PBA. Any employee failing to do so shall immediately be assessed the Representation Fee and the Borough shall deduct same from employee's wages.

#### **Section C – Facilities**

- (1) The PBA can use the Municipal Courtroom for its union meeting based upon availability of said courtroom. The PBA shall be responsible for the maintenance and cleaning of the courtroom after each of its meetings.

(2) The PBA shall be allowed a bulletin board in the Police Department, with the cost of said bulletin board being borne by the PBA. Furthermore, the PBA shall be provided space on the bulletin board in the Police Department employee lounge and based upon the availability of space on the bulletin board located in Borough Hall.

#### **Section D – Exclusivity**

The rights and privileges of the PBA and its representatives granted under this Article shall be granted only to the PBA as the exclusive representative of all employees covered by this Agreement.

#### **Section E – Contract Preparation and Copying**

The PBA shall be responsible for type setting the contract. The Borough shall be responsible for reproducing the contract and providing each employee within the bargaining unit with a copy.

#### **Section F – Extra Duty Jobs**

(1) Extra duty jobs shall be defined as those requests made of the Borough for extra or desired police coverage which would not usually be considered as part of the regular shift's responsibilities and for which the requesting party is required to pay for said services.

(2) All actively employed full-time officers who are not under suspension, on light duty, or under criminal investigation shall be eligible for this extra duty work. Further, no officer shall be denied access and eligibility to said work without just cause.

(3) As extra duty jobs become available, the nature, location, number of hours, number of officers required, approximate length of availability of the job, and any special

criteria needed for the job shall be posted on all normal posting places. A copy of said posting notice shall be simultaneously given to the PBA President or designee.

(4) A sign-up list shall be maintained for each job. Any officer interested in working said job(s) shall sign the appropriate list(s). An officer may sign as many, few or no lists as is the individual's prerogative.

(5) Distribution of said extra duty jobs shall be carried out in the same rotational manner and procedure, which is utilized for the assignment of regular overtime call-in distribution.

(6) The PBA President or his/her designee shall have the right to review both this and the regular overtime call-in distribution sheets at any time with reasonable notice. Copies of said lists shall be furnished to the PBA upon request.

#### **Section G – Attendance at PBA Meeting While On Duty**

Attendance at PBA meetings while on-duty shall be permitted in accordance with the long -standing practice. It is understood that on-duty officers shall first receive clearance from their superior officer and then remain in full radio communication with headquarters while in attendance and are subject to immediate dispatch as may be needed.

#### **Section H – Disclosure for Disciplinary Hearings**

In order to carry out its legal function of representing employees who may have been charged with departmental disciplinary charges, the PBA and/or its representatives may request of the Borough and shall receive full disclosure of all pertinent documents and data.

## **ARTICLE XI**

### **BEREAVEMENT LEAVE**

#### **Section A**

In the event of a death in an employee's immediate family, he/she shall be entitled to four (4) days leave of absence with pay. However, said leave must be taken in consecutive workdays and may not extend beyond the end of the employee's next work tour.

#### **Section B**

"Immediate Family" shall include spouse, child, and grandchild, mother, father, brother, sister, grandfather, grandmother, father-in-law, mother-in-law, brother-in-law, sister-in-law, and spouse's grandparents.

#### **Section C**

(1) For Patrol Division only, a bereavement day shall be a ten (10) hour day.

(2) For all other employees, a bereavement day shall be a nine (9) hour day.

#### **Section D**

One (1) day of bereavement leave shall be provided for the death of any relative of he employee or the employee's spouse, which is not within the immediate family as defined herein above.

## ARTICLE XII

### GRIEVANCE PROCEDURE

#### Section A – Definition

A grievance shall be a claim by the Employer or Employee, or by the Association that either the Employer, individual employee, group of employees, or the Association has been harmed by either the interpretation or application of the terms and conditions of this Agreement or other conditions of employment, or a grievance shall be a claim by either the Employer or the Association that either an individual employee, group of employees, or the Association has been harmed by either the interpretation or application of the Employer-Police rules and regulations as heretofore adopted or as may in the future be duly adopted.

#### Section B – Procedure

The following procedure shall be followed with reference to grievances:

##### Step 1:

(a) An individual or the PBA shall have twenty (20) days from the occurrence or from when they should have reasonably known of the occurrence to file a grievance, in writing, with the Police Director. Should the grievant, PBA, or Police Director attempt to work the grievance out formally and fail to do so, then the time limit to file a written grievance shall commence from the last communication conducted in the matter. The Police Director shall have fifteen (15) days from the receipt of the written grievance or any meeting mutually conducted in the regard, whichever is later, to render his decision in writing, setting

forth his findings and reasons for his decisions, and shall submit his decision, along with the original grievance, to the PBA President or his designee.

(b) Failure to comply with the time limits herein shall be deemed a denial of the grievance and shall entitle the PBA to proceed to the next Step.

(c) Grievances which arise out of action taken by the Mayor and/or Council, and which are deemed by the Police Director to be outside of his remedial authority, shall be filed at and commence with Step 2, rather than Step 1.

**Step 2:**

(a) Within ten (10) days of the receipt of or due date of the Police Director's response, the PBA, if not satisfied with the disposition of Step 1, may submit the grievance, jointly and simultaneously, to the Mayor and Council.

(b) A meeting between the PBA and the Mayor and Council, jointly, shall be convened within fifteen (15) days of the filing of the grievance. Such meeting shall be at a time and place mutually acceptable to the parties.

(c) The position of the PBA, along with any witnesses and/or documents relevant to the case, shall be presented to both the Mayor and Council.

(d) Following the conclusion of the meeting, it shall be the responsibility of the Council to render its decision, in writing, citing its findings of fact and reasons for said decision, to the PBA President or his designee. Said written decision shall be received no later than ten (10) days following the conclusion of this Step 2 meeting above.

**Step 3:**

(a) Should the PBA not be satisfied with the disposition of Step 2, or should a decision not be received within the designated time, then the PBA or its representative, solely and exclusively, may submit the grievance to binding arbitration.

(b) A Panel of Arbitrators shall be requested from the New Jersey Public Employment Relations Commission. (PERC). Notice shall be served on the Borough by submitting a copy of said request to the Borough Clerk's office.

(c) The selection of the arbitrator shall be in accordance with the Rules and Regulations of PERC. Like wise, the conduct of the hearing and all related proceedings shall be in accordance with the Rules and Regulations of PERC.

(d) It is understood that only the PBA or its designated representative, singly and solely, shall have the right to institute the arbitration process.

**Section C – Limitations**

Any grievance or other matter in dispute not settled at the lower Steps may be submitted to binding arbitration, except those items which are specifically exempt from the process by preemptive statutory language or judicial decision by a court of competent jurisdiction.

**Section D – Arbitration**

(1) The arbitrator shall conduct the hearing in accordance with the Rules and Regulations of PERC.

(2) The decision of the arbitrator shall be in writing and shall set forth the findings of fact and rationale for the decision reached.

(3) The decision of the arbitrator shall be final and binding on all parties.

(4) The arbitrator shall consider only the matter submitted to PERC for hearing and decision.

(5) The arbitrator shall not have the authority to add to, subtract from, or modify in any way the provisions of this Agreement.

#### **Section E – Cost**

The cost of the arbitrator's services, if any, shall be borne equally by the Employer and the Association. Any other costs shall be borne by the parties incurring same.



## **ARTICLE XIII**

### **MUNICIPAL ORDINANCES**

The provisions of municipal ordinances, which affect the terms and conditions of employment for members of the Police Department, shall be maintained during the term of this Agreement.

## **ARTICLE XIV**

### **STATE DELEGATE**

#### **Section A**

The Borough agrees that upon presentation of properly itemized and verified voucher, it will compensate or reimburse the Delegate from PBA, Local #47, for his reasonably incurred expenses for attending the annual New Jersey League of Municipalities Convention.

#### **Section B**

The Borough agrees that the Delegate of PBA, Local #47 shall be released from working duties for such time or times, day or days, as may be reasonably required for performance of his duties on behalf of Local #47, without loss of pay.

## **ARTICLE XV**

### **COLLEGE CREDIT**

#### **Section A**

Each member of the bargaining unit shall receive, in addition to his/her annual salary, the sum of fifteen (\$15.00) dollars per annum for each college level credit received for a police related course. The sum shall be paid in lump sum in the pay period effective January 1<sup>st</sup>. This section shall not apply to any employee hired after January 1, 1998.

#### **Section B**

For all employees hired after January 1, 1998, the Borough shall provide tuition reimbursement to each affected employee for each police related course taken upon the successful completion of said course. The employee shall submit a copy of said grade(s) and a copy of the tuition receipt and proof of payment. In addition, with the presentation of appropriate receipt(s) and the books, the Borough shall reimburse the employee for the cost of all books. Said books shall become the property of the Borough and shall be shelved in Police Headquarters for reference and department use. This section shall not apply to any employee hired before January 1, 1998.

#### **Section C**

For all employees hired after January 1, 1998, in addition to the tuition reimbursement provided herein above, the employees shall receive, in addition to their annual salary, three hundred dollars (\$300) for an Associate's Degree, five hundred dollars (\$500) for a Bachelor's Degree, one thousand dollars (\$1,000) for a Master's Degree and two

thousand dollars (\$2,000) for a Doctorate Degree. These payments shall not be cumulative and shall be paid in a lump sum during July of each year. This section shall not apply to any employee hired before January 1, 1998.

## **ARTICLE XVI**

### **DEPARTMENT OF PERSONNEL (CIVIL SERVICE)**

#### **Section A**

The Parties hereto stipulate and agree that all members of the Police Department of the Borough of Carteret shall be governed by Title 11A of the Revised Statutes of New Jersey and Rules and Regulations of the Department of Personnel (formerly called the Civil Service Commission).

#### **Section B**

The Employer agrees that in the event it hires any person(s) to act as Police Officers under and through the provisions of the Comprehensive Employment Training Act (CETA), or any similar act or grant, it shall make every reasonable effort to hire such individuals in accordance with their standing on the Department of Personnel (Civil Service) Eligibility List in Effect at that time.

#### **Section C**

Notwithstanding the provisions of the Department of Personnel (Civil Service), the Employer agrees that the transfer of employees between divisions and/or bureaus shall be made subject only to just cause. ("Just Cause" as used in this specific instance shall be as defined by the Department of Personnel (Civil Service) Rules and Regulations of the state of New Jersey, as may be amended during the term of this Agreement.)

## **ARTICLE XVII**

### **NO MODIFICATION EXCEPT IN WRITING**

The Parties hereby agree that there shall be no valid modification of the terms and conditions of employment except in writing, executed by the Business Administrator (if any), Mayor or his designee, and the President and Secretary of PBA, Local #47, subject to the ratification of the PBA members, for the employees, and the Borough Council of Carteret, for the Employer.

## **ARTICLE XVIII**

### **SAVINGS CLAUSE**

If any article or section of this Agreement, or any supplement or rider hereto, shall be held invalid by operation of law, or by any tribunal of competent jurisdiction, or is in conflict with any applicable federal, state, or municipal law, then such article or section shall be suspended and the appropriate provision shall prevail, and the remainder of the Agreement shall not be affected thereby.

## **ARTICLE XIX**

### **NO WAIVER**

Except as otherwise provided in this Agreement, the failure to enforce any provision in the Agreement or otherwise exercise one's rights pursuant thereto shall not be deemed a waiver thereof.



## **ARTICLE XX**

### **TERM OF AGREEMENT**

The term of this Agreement shall be effective as of January 1, 2003 and shall continue for a period of four (4) years through December 31, 2006. All benefits, payments, and fringe benefits and any other matter covered by this Agreement shall become effective January 1, 2003 and continue in full force and effect, unless otherwise specified, until a subsequent Agreement takes its place.

## ADDENDUM

Any reference to the position of "Police Director" within the body of this Contract shall be deemed to read "Police Chief".



**SIGNATORY**

THIS AGREEMENT, effective January 1, 2003, has been executed this \_\_\_\_\_ day of \_\_\_\_\_, 2003. Between THE BOROUGH OF CARTERET, a municipal corporation of the State of New Jersey, and by THE CARTERET POLICEMEN'S BENEVOLENT ASSOCIATION, LOCAL #47.

FOR THE BOROUGH:

*Daniel J. Rinner*  
MAYOR

*Kathleen M. Barney*  
BOROUGH CLERK

*Ronald H. R.*  
BOROUGH COUNCIL PRESIDENT

\_\_\_\_\_  
BOROUGH ATTORNEY (OPTIONAL)

FOR THE PBA:

*James P. D'Amico III*  
PBA PRESIDENT

*[Signature]*  
PBA SECRETARY

*Michael Matarazzo*  
PBA DELEGATE

\_\_\_\_\_  
PBA NEGOTIATOR